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TR.A. DOCKET ROOM
August 11, 2003

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VIA HAND DELIVERY

Hon. Deborah Taylor Tate, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with
BellSouth Telecommunications, Inc. Pursuant to the
Telecommunications Act of 1996
Docket No. 03-00119

Dear Chairman Tate:

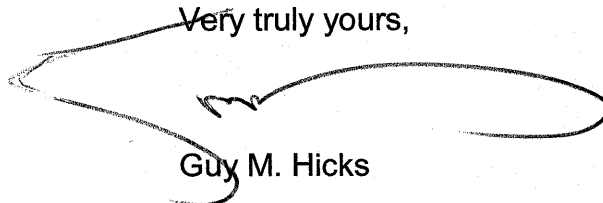
Enclosed are the original and fourteen copies of the following rebuttal testimony
on behalf of BellSouth:

Keith Milner
Kathy Blake

Ron Pate
John Ruscilli.

Copies of the enclosed are being provided to counsel of record.

Very truly yours,



Guy M. Hicks

GMH:ch

CERTIFICATE OF SERVICE

I hereby certify that on August 11, 2003, a copy of the foregoing document was served on the parties of record, via the method indicated:

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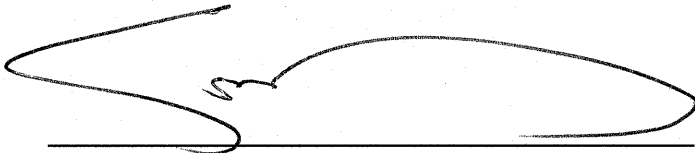
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A handwritten signature in black ink, appearing to read 'David Adelman', is written over a horizontal line.

BELLSOUTH TELECOMMUNICATIONS, INC.
REBUTTAL TESTIMONY OF RONALD M. PATE
TENNESSEE REGULATORY AUTHORITY
DOCKET NO. 03-00119
AUGUST 11, 2003

Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH
TELECOMMUNICATIONS, INC. AND YOUR BUSINESS ADDRESS.

A. My name is Ronald M. Pate. I am employed by BellSouth Telecommunications,
Inc. ("BellSouth") as a Director, Interconnection Operations. In this position, I
handle certain issues related to local interconnection matters, primarily operations
support systems ("OSS"). My business address is 675 West Peachtree Street,
Atlanta, Georgia 30375.

Q. HAVE YOU PREVIOUSLY FILED TESTIMONY IN THIS PROCEEDING?

A. Yes. I filed direct testimony – with exhibits – on August 4, 2003.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my rebuttal testimony is to address various concerns and issues
raised in the direct testimony filed by ITC^DeltaCom Communications, Inc.
("DeltaCom") – specifically that of DeltaCom's witness, Mary Conquest – in

1 areas related to OSS. I will respond to Ms. Conquest's allegations made against
2 BellSouth with respect to the following issues:

3
4 Issue 9 – Nondiscriminatory Access to OSS Interfaces

5 Issue 66 – Testing of End User Data

6 Issue 67 – Availability of OSS Systems
7

8 This rebuttal testimony should be read in conjunction with my direct testimony.
9

10 Q. DO YOU HAVE ANY PRELIMINARY COMMENTS FOR THE
11 AUTHORITY?
12

13 A. Yes. The testimony provided by Ms. Conquest provides very little, if any,
14 additional support for what DeltaCom filed in its issues matrix. As such, I will
15 reference parts of my direct testimony for response to much of her testimony. I
16 reiterate that the impasse between the two companies remains primarily due to
17 DeltaCom's continued insistence upon adding the superfluous interconnection
18 agreement language that I discussed in my direct testimony. Moreover, and as I
19 stressed in my direct testimony, these issues have been or are currently being
20 addressed in the appropriate multi party venues and have no place in a two party
21 Section 252 arbitration.
22
23
24
25

1 **Issue 9: OSS Interfaces**

2
3 Q. DOES BELLSOUTH PROVIDE INTERFACES TO OPERATIONS SUPPORT
4 SYSTEMS (OSS) THAT HAVE FUNCTIONS EQUAL TO THOSE
5 PROVIDED TO ITS RETAIL DIVISION?
6

7 A. Yes. Ms. Conquest's statements at page 4, lines 11-13 alluding to a perceived
8 parity issue are misguided, as were the similar statements in DeltaCom's issues
9 matrix. As I stated in my direct testimony at page 9, line 12, parity is at the heart
10 of the unanimous state and federal rulings that BellSouth provides
11 nondiscriminatory access to its OSS. There have been no contrary rulings since
12 those state regulatory bodies and the FCC supported BellSouth's 271 applications
13 and granted long-distance relief.
14

15 Moreover, Ms. Conquest provides no evidence to support her claim that
16 DeltaCom "receives comments from end user consumers who ask why BellSouth
17 can perform certain tasks but ITC^DeltaCom cannot," as she states in her
18 testimony at page 5, lines 2-4. As I stated in my direct testimony at page 9, lines
19 7-10, operational differences in BellSouth's retail access and DeltaCom's access
20 do not constitute discrimination because – and as the FCC has stated¹ --BellSouth
21 is not obligated to make such access identical. According to the states and the
22 FCC, and as I discussed in my direct testimony at page 8, lines 17-21, DeltaCom
23 has the appropriate level of access to BellSouth's OSS to perform the requisite

¹ FCC *BellSouth Florida/Tennessee Order No. 02-331* (WC Docket No. 02-307), at ¶76: "...we have never held that a competitive LEC must access the BOC's OSS in the identical manner as does the BOC...a BOC must provide access that is substantially the same as the level of access that the BOC provides itself, its customers, or its affiliates, in terms of quality, accuracy, and timeliness."

1 functions of pre-ordering, ordering, provisioning, maintenance and repair, and
2 billing.

3
4 Q. WHY DID BELLSOUTH REJECT THE INTERCONNECTION AGREEMENT
5 LANGUAGE PROPOSED BY DELTACOM ON THIS ISSUE?

6
7 A. As I stressed in my direct testimony, DeltaCom's proposed language is
8 superfluous and unnecessary because language already exists that states BellSouth
9 will provide nondiscriminatory access to OSS.² Moreover, DeltaCom has not
10 disputed that section providing “nondiscriminatory access” language, as it
11 currently exists. Instead, DeltaCom wants additional language in other sections
12 that materially changes the already-established definition of nondiscriminatory
13 access.

14
15 In that regard, BellSouth’s concerns center on the potential abuse of the language
16 that DeltaCom proposes. DeltaCom clearly wants access to “functionality” that
17 BellSouth’s retail units have developed for themselves– not just access to the
18 “functions” that BellSouth is obligated to provide for compliance with the FCC's
19 rules of nondiscriminatory access.

20

² In Section 1.1 of Attachment 6 – OSS of the current interconnection agreement between BellSouth and DeltaCom, the language reads: “BellSouth shall provide ordering and provisioning services to ITC^DeltaCom that are equal to the provisioning services BellSouth provides to itself, any affiliates or subsidiaries or any other CLEC where technically feasible and shall provide reasonable assistance, both written and verbally, to ITC^DeltaCom as necessary for ITC^DeltaCom to understand how to implement and use all of the OSS functions available to it....BellSouth shall provide ITC^DeltaCom with nondiscriminatory access to its Operations Support Systems (“OSS”) as necessary to access pre-ordering information, place orders, and obtain maintenance and repair, of both Resale Services and Unbundled Network Elements (“UNEs”).

1 For example, BellSouth's retail units have developed the ability to capture and
2 retain customer market information based upon information obtained while
3 performing pre-ordering and ordering functions. BellSouth is not required to
4 provide to CLECs access to that sensitive information nor that functionality in
5 order to be compliant with nondiscriminatory access provisions as it is clearly not
6 a pre-ordering or ordering function. DeltaCom is capable of developing its own
7 functionality and databases in conjunction with its pre-ordering and ordering
8 functions according to its business needs, as BellSouth has done for itself. The
9 language proposed by DeltaCom could be interpreted as a requirement for
10 BellSouth to provide to DeltaCom access to this and other BellSouth proprietary
11 information. Despite DeltaCom's protestations that this is not the case, BellSouth
12 stands firm that the language should not be open to such an interpretation. The
13 current agreement language is sufficient to conform to the requirements of the
14 FCC.

15
16 Q. IN ADDITION TO THE CURRENT LANGUAGE IN THE
17 INTERCONNECTION AGREEMENT, WHAT OTHER SAFEGUARDS ARE
18 IN PLACE TO HELP ENSURE THAT BELL SOUTH COMPLIES WITH THE
19 FCC PROVISIONS OF NONDISCRIMINATORY ACCESS?

20
21 As all parties are aware, and as I stated in my direct testimony at page 9, lines 16-
22 19, there are numerous metrics and associated remedies already in place in the
23 Authority-approved SQM and SEEMs plans to ensure BellSouth's ongoing
24 compliance with regard to nondiscriminatory access. Moreover, the SQM and

1 SEEMs plans are the subject of ongoing regulatory reviews to ensure such
2 continued compliance.

3
4 BellSouth remains fully committed to providing nondiscriminatory access to its
5 OSS and all that that embodies, and no additional contractual language is
6 necessary beyond what is already contained in the existing interconnection
7 agreement.

8
9 Q. IN HER TESTIMONY AT PAGE 4, BEGINNING AT LINE 13, MS.
10 CONQUEST ATTEMPTS TO USE BELL SOUTH'S SPENDING FOR OSS
11 ENHANCEMENTS AS AN INDICATOR OF "LACK OF OSS SUPPORT."
12 PLEASE RESPOND.

13
14 A. Ms. Conquest has made an erroneous and overly simplistic relational comparison
15 regarding the reduction in total wholesale-related OSS spending (as cited from
16 BellSouth's response to DeltaCom's interrogatory requests 19 and 20) and its
17 impact on CLECs. What Ms. Conquest fails to understand is that the figures
18 quoted for 2001 and 2002 include major – and costly – system and software
19 infrastructure changes and/or upgrades which generally are not required
20 annually.³ Also, Ms. Conquest conveniently leaves out the fact that the total

³ For purposes of this discussion, and simplicity, 'infrastructure' describes the environment and/or various platforms containing the BellSouth systems with which CLEC interfaces interact or have dependency. While CLEC interfaces are in the domain of the Change Control Process (CCP) for change requests, the infrastructure systems are not. The infrastructure systems are listed as 'Linkages' on page 22 of the CCP document (attached to my direct testimony as Exhibit RMP-1). As the category implies, these systems link, or connect, the processes of the CLEC interfaces to those of BellSouth's legacy systems (also listed on page 22 of Exhibit RMP-1) that are also used by BellSouth's retail units for provisioning service requests. The 'Linkage' systems (which include, among others, LEO, LESOG and LNP Gateway) were developed solely as wholesale-related systems and provide the necessary conversions of information submitted by CLECs to the correct format required by BellSouth to process a request. Changes and/or updates to these systems are necessary to improve interaction with both the CLEC interfaces and the BellSouth legacy

1 wholesale-related OSS spending increased substantially in the two years leading
2 up to the time frame she selected from BellSouth's larger response.

3
4 While *all* wholesale-related OSS expenditures affect CLECs to some degree, a
5 reduction in expenditures over a three-year span is not an indicator of less support
6 to the CLECs. Within the amounts provided in interrogatories 19 and 20,
7 BellSouth spent approximately \$108M in both 2001 and 2002 for implementing
8 through the CCP change requests for enhanced functionality that *directly* impact
9 CLECs. Further, BellSouth plans to devote comparable resources in both 2003
10 and 2004. Ms. Conquest's claim at page 4, line 15 that BellSouth "has reduced its
11 spending in support of OSS enhancements" simply is not true, as BellSouth has
12 maintained a stable spending pattern as it pertains to those enhancements that
13 directly affect CLECs. Moreover, and as I stated earlier, it is to be expected that
14 overall capital spending for wholesale-related OSS changes – which include
15 infrastructure changes – would fluctuate rather than remain the same every year
16 since major upgrades are installed in some years but not others.

17

18 Q. HAS THE FCC ADDRESSED BELL SOUTH'S COMMITMENT OF
19 RESOURCES TO OSS SUPPORT?

20

21 A. Yes. The FCC, in considering BellSouth's nondiscriminatory access compliance,
22 confirmed in its *BellSouth Multistate Order*⁴ that BellSouth has committed
23 sufficient resources to the change request process, stating, "...the record indicates

systems. Through the CCP, BellSouth informs the CLECs of any system and/or software changes to the 'Linkage' systems that impact CLEC operations or would cause them to have to make changes to their interfaces.

⁴FCC 02-260, WC Docket No. 02-150, at ¶194.

1 that BellSouth has devoted adequate resources to develop and implement change
2 requests – approximately 250,000 hours of work per year to implement change
3 requests, the equivalent of \$108 million in expenditures.” Further, the FCC, in its
4 *BellSouth Florida/Tennessee Order*,⁵ found that there was not an issue regarding
5 the adequacy of resources provided by BellSouth, and cited virtually the same
6 resource figures as it had previously in the *Multistate Order*. The rulings in both
7 of those FCC *Orders* (as well as in its *Georgia/Louisiana Order*) are clear:
8 BellSouth provides nondiscriminatory access to its OSS. Therefore, Ms.
9 Conquest's complaint about “lack of OSS support” is groundless.

10
11 Q. AT PAGE 4, LINE 21, MS. CONQUEST MAKES REFERENCE TO
12 “COMPENSATION FROM ITS VENDOR FOR LATE DELIVERY OF
13 ACCEPTABLE CODE?” WHAT IS THE RELEVANCE OF HER
14 STATEMENT?

15
16 A. There is none, as far as I can determine. BellSouth responded to DeltaCom's
17 interrogatories 22 and 23 regarding the correction of defective code and whether
18 BellSouth receives ‘compensation’ from vendors regarding defective code. Ms.
19 Conquest's apparent misunderstanding of the definition of ‘compensation’ in this
20 context seemingly leads her to believe that the \$2.2M compensation from
21 Telcordia is somehow related to revenues that should be spent by BellSouth in
22 support of the CLECs.

23

⁵ FCC 02-331, WC Docket No. 02-307, at ¶116, Footnote 384.

1 Clearly, from BellSouth's response to interrogatory 23, the \$2.2M should be
2 viewed as a non-performance penalty to the vendor for failure to deliver
3 acceptable and timely code under the terms and conditions of that vendor's
4 contract with BellSouth. BellSouth does not wish to collect this type of
5 'compensation' because of the potential conflicts and inconveniences caused to
6 CLECs *and/or* BellSouth by virtue of release implementation delays and defects.
7 In fact, the 'compensation' penalties in vendor contracts are in place as a deterrent
8 to such, and are considered a normal and necessary part of contract language.

9
10 Q. MS. CONQUEST, AT PAGE 4, LINE 22 OF HER TESTIMONY, DISCUSSES
11 THE NUMBER OF DEFECTS REPORTED BY BELL SOUTH IN RESPONSE
12 TO DELTACOM'S INTERROGATORIES 24, 25 AND 26. DOES SHE MAKE
13 A VALID POINT?

14
15 A. Only to the extent that she reports the same number of defects (20) as that
16 provided by BellSouth, but that number does not prove that "CLECs are being
17 placed in a difficult situation and at a competitive disadvantage," as Ms. Conquest
18 would have this Authority believe by her statement at page 5, line 1. A more in-
19 depth look at the defects themselves reveals that none of the defects are Severity
20 1.⁶ Only two (2) of the defects are Severity 2, and have affected fewer than 500
21 LSRs between them. Eleven (11) of the defects are Severity 3, for which work-

⁶ Severity levels for defects are prescribed by the Change Control Process (CCP), and the definitions are found in Section 5.0 – Defect Process (page 57) and Section 11.0 – Terms and Definitions (page 91) of Exhibit RMP-1, attached to my direct testimony. In short: Severity 1 is defined as 'Critical' and is usually classified as a Type-1 system outage; Severity 2 is defined as 'Serious' and there is not an effective work-around for the degradation; Severity 3 is defined as 'Moderate' and there is an effective work-around for the degradation; and Severity 4 is defined as 'Cosmetic' with no adverse impact to users, and, thus, no need for a work-around.

1 arounds are in effect, and seven (7) of the defects are Severity 4, or cosmetic, for
2 which there is no need for a work-around.

3
4 BellSouth provided implementation scheduling dates for 15 of the 20 defects, but
5 Ms. Conquest is incorrect when she states, at page 4, line 23, that, of the 20,
6 “fourteen will not be corrected until 2004 or later.” Although BellSouth provided
7 scheduled implementation dates for most of the defects, it is quite likely that some
8 of those dates will be improved, and, therefore, Ms. Conquest cannot make such a
9 claim with certainty. Ms. Conquest fails to mention that BellSouth continually
10 seeks to improve the dates for correction of defects, either by use of maintenance
11 release capacity or by utilizing BellSouth capacity granted to it by the CCP in the
12 major releases. BellSouth's statement to that effect was also part of the response
13 to interrogatory 24.

14
15 In fact, since the interrogatory responses were filed in July, one defect (CR0870)
16 originally scheduled for Release 15.0 in 2004, was implemented in Release 13.0
17 in June 2003. Further, one defect for which BellSouth did not provide a target
18 date in its interrogatory response (CR1276) has been scheduled for Release 13.2
19 in September 2003. It is likely that the trend for improved implementation dates
20 for defect corrections will continue. Irrespective of that potential, the correction
21 of defects is a defined process of the CCP, and BellSouth is correcting defects
22 accordingly.

23
24 Moreover, there are specific Authority-approved performance metrics in place to
25 help ensure that BellSouth implements defect corrections in a timely manner as

1 part of its compliance in providing nondiscriminatory access to OSS. Further, the
2 FCC has found the quality of BellSouth's software releases and defect correction
3 to be compliant.⁷ Therefore, I reiterate from my direct testimony that no
4 additional language is required in the interconnection agreement.
5
6

7 **Issue 66: Testing of End User Data**
8

9 Q. IN HER TESTIMONY AT PAGE 9, LINE 6, MS. CONQUEST SAYS,
10 "CURRENTLY, THE CAVE TEST ENVIRONMENT ONLY SUPPORTS THE
11 LATEST VERSION OF TAG AND THE LATEST EDI MAP." IS SHE
12 CORRECT?
13

14 A. Ms. Conquest is not entirely incorrect, but her statement is misleading. As I
15 stated in my direct testimony beginning at page 15, line 20, BellSouth has already
16 made available through a part of CCP Change Request CR0897 the ability for
17 CAVE to support testing of all TAG APIs (Application Program Interfaces)
18 currently in production. When BellSouth implements Release 14.0 in November
19 2003, CAVE will support two versions of EDI. That should satisfy her stated
20 concern.
21

22 Q. DOES MS. CONQUEST HAVE ANOTHER ISSUE WITH CHANGE
23 REQUEST CR0897?
24

⁷ Most recently in its *BellSouth Florida/Tennessee Order 02-331*, WC Docket 02-307, at ¶¶125-129.

1 A. Yes. As I outlined in my direct testimony on pages 15-16, CR0897 has two
2 distinct parts. The answer above covers the first part. The second part, a request
3 for CAVE testing of multiple Encore releases, was split from CR0897 on June 13,
4 2003, and submitted as CR1258 for administrative purposes, containing the same
5 language from CR0897 that related to the testing of multiple Encore releases.
6 That change request was attached to my direct testimony as Exhibit RMP-4, and it
7 is the change request that Ms. Conquest wants to have implemented, as I
8 discussed fully in my direct testimony at page 18, lines 5-12 and Footnote 17.

9
10 To recap that discussion, BellSouth formally, and for the record, rejected CR1258
11 on July 1, 2003 due to cost. That rejection should have come as no surprise to
12 any CLEC that has participated in the CCP, as has DeltaCom. In September
13 2002, BellSouth told the CLECs that the estimated \$8.0 million cost to build
14 separate CAVE environments to support this request was prohibitive, and
15 unnecessary – effectively rejecting that portion of the request at that time. The
16 CLECs agreed to the separation of the two parts of CR0897, and understood that
17 BellSouth could not support the second part. I described that in my direct
18 testimony at page 16, and it is outlined in the chronology of CR0897, attached to
19 my direct testimony as Exhibit RMP-3.

20
21 This change request has been appropriately and collaboratively handled in the
22 CCP. While DeltaCom clearly does not like BellSouth's rejection of CR1258,
23 DeltaCom has not followed the escalation and dispute resolution processes
24 available through the CCP to address its concerns. As I cited in my direct

1 testimony, those processes are found in the CCP document in Section 8.0 –
2 Escalation Process (Exhibit RMP-1, page 81).
3

4 Q. PLEASE RESPOND TO MS. CONQUEST’S CLAIM AT PAGE 9, LINE 8 OF
5 HER TESTIMONY THAT “BELLSOUTH ENJOYS THE ABILITY TO TEST
6 ITS DATA ‘END TO END’ USING THE TOOLS AND FORMAT THAT WILL
7 BE IN ITS PRODUCTION SYSTEMS.”
8

9 A. As I discussed at pages 10-12 of my direct testimony, BellSouth has built into the
10 CAVE test bed the ability for CLECs to test data, or types of service requests, up
11 to the point that BellSouth's Service Order Communication System (SOCS)
12 accepts the input and creates a service order. Beyond SOCS, the production
13 systems for provisioning and billing of CLEC requests are the same systems that
14 BellSouth retail uses in its own ‘live’ environment.
15

16 Ms. Conquest would have this Authority believe that DeltaCom is entitled to
17 more capability than that to have the same advantages that she perceives
18 BellSouth enjoys with a so-called ‘production environment’ testing capability.
19 That simply is not the case, and the FCC has addressed that very issue. In my
20 direct testimony at pages 18-19, I cited the FCC’s support⁸ for BellSouth's
21 position that the CAVE test environment mirrors the production environment. In
22 its prior *BellSouth Multistate Order*,⁹ the FCC was even more instructive, stating:

23 “The Commission has never required that test scenarios and actual
24 production orders be identical. BellSouth's CAVE testing scenarios are

⁸ FCC *BellSouth Florida/Tennessee Order 02-331* (WC Docket No. 02-307), at ¶125 and Footnote 424.

⁹ FCC *Order 02-260* (WC Docket No. 02-150), at ¶188.

1 substantially similar to actual production orders. Moreover, BellSouth
2 demonstrates that competitive carriers can acquire test orders different
3 from those in the standard catalog to more closely match their production
4 orders. We also note that CAVE provides testing for a wide variety of
5 competitive LEC order types. Accordingly, we find these procedures give
6 competing carriers a meaningful opportunity to compete.”
7

8 BellSouth will implement the CCP change requests that I discussed in my direct
9 testimony at pages 13-18 that will further enhance the functionality of CAVE
10 beyond the FCC's requirements, and testing parity should not even be an issue
11 now. Simply put, and despite Ms. Conquest's claims, BellSouth retail consumer
12 and business marketing units *do not perform end-to-end testing* for provisioning
13 and billing with their service order negotiation systems RNS (Regional
14 Negotiation System) and ROS (Regional Ordering System). These systems are
15 updated and tested in the same manner as described above for CLECs; i.e., RNS
16 and ROS are tested to the extent that those systems are able to deliver an accurate
17 and complete request that can be accepted by SOCS for further provisioning by
18 BellSouth's downstream OSS.
19

20 *Before* BellSouth even makes available to CLECs or BellSouth's retail marketing
21 units the ability to request certain types of services, the production systems for
22 provisioning already have been tested for those services by BellSouth Network to
23 ensure service order flow, completion and billing for CLEC *and* BellSouth
24 requests. In that regard, the same end-to-end testing process is employed for the
25 CLECs as well as for BellSouth's retail marketing units.

1
2 CAVE is an appropriate and robust testing environment, and issues with CAVE
3 should be addressed in the CCP. I reiterate from pages 18-19 of my direct
4 testimony that the state regulatory bodies and the FCC have all ruled that
5 BellSouth's testing environment and processes meet established criteria. Requests
6 for additional testing functionality correctly belong in the CCP, and inclusion of
7 any specific testing contractual language in an interconnection agreement is both
8 inappropriate and unnecessary.
9
10

11 **Issue 67: Availability of OSS Systems**
12

13 Q. IN HER TESTIMONY AT PAGE 10, LINE 12, MS. CONQUEST SAYS THAT
14 BELL SOUTH "SHOULD FIRST OBTAIN THE CLECS' APPROVAL OR
15 CONSENT" IF IT WANTS TO SCHEDULE A SYSTEM OUTAGE DURING
16 NORMAL BUSINESS HOURS. PLEASE RESPOND.
17

18 A. I agree, and, in the rare situations in which a shutdown during regular business
19 hours is required, BellSouth does obtain the CLECs' approval or consent,¹⁰ as was
20 the case in the event cited by both Ms. Conquest (at page 10, line 3) and me (at
21 page 22, line 11) in our direct testimonies. As I explained in my direct testimony,

¹⁰ To the extent that BellSouth has the responsibility for managing not only the CLEC interfaces but also the OSS infrastructure referenced earlier in this testimony, BellSouth also has the responsibility of determining the most prudent course of action regarding system downtime, whether 'emergency' or not. While BellSouth would prefer no inconveniences to CLECs or to itself, BellSouth must have the flexibility to make the decisions it deems most appropriate regarding system downtime. In that regard, proper advance notification – as provided for the event cited – is viewed by BellSouth as sufficient to gain consent to what BellSouth believes is necessary for proper OSS management. There is no evidence that BellSouth routinely or arbitrarily takes the CLEC systems down during business hours, and DeltaCom's concerns are without merit.

1 the CLECs were part of the decision-making process in the rescheduling of the
2 release in question, and the CLECs were given proper notification to the altering
3 of the posted schedule according to the CCP guidelines.

4
5 Although "a system upgrade is not an emergency situation," as Ms. Conquest
6 states at page 10, line 4 of her testimony, this particular release was high-risk and
7 complex. BellSouth made a prudent business decision to add more time to the
8 front end of the release implementation, in part, to *avoid* an emergency situation
9 at the back end of the implementation.

10
11 Without adequate time to test the release implementation as the systems and
12 CLEC interfaces were brought back on line, the possibility always exists that
13 those systems and interfaces would not be available when the CLECs needed
14 them on Monday morning. The implementation was successful, and that situation
15 did not occur. Although this is the only time BellSouth has scheduled part of a
16 release during 'normal' business hours, it was the safe course to take for the
17 benefit of all parties.

18
19 As to Ms. Conquest's belief that "BellSouth kept its own internal systems
20 available for its agents' use," as she suggests at page 10, line 8, she is correct.
21 Although Ms. Conquest introduces this supposition in yet another attempt to
22 allege disparity, the fact is that when BellSouth takes down its own retail front-
23 end interfaces for maintenance or upgrades, it does not take down the CLEC
24 systems. The CLEC and BellSouth retail front-end interfaces are two entirely
25 different sets of interfaces that are not related, and are managed by separate IT

1 organizations with totally different maintenance/upgrade schedules. It is,
2 therefore, only logical and appropriate that the two sets of interfaces would not be
3 taken down simultaneously.

4
5 As with other issues I have addressed in both my direct and rebuttal testimonies,
6 additional language suggested by DeltaCom on this topic is, at best, unnecessary,
7 and, at worst, onerous. On this issue, BellSouth would lose the flexibility to deal
8 with unexpected or high-risk situations, and would not be able to make prudent
9 business decisions that are in the best interest of the CLEC community as a
10 whole, if BellSouth is required to include DeltaCom's restrictive language in the
11 parties' interconnection agreement. The current language in the interconnection
12 agreement is reasonable and sufficient, and DeltaCom has not demonstrated
13 otherwise.

14
15 This concludes my rebuttal testimony.